

# EXHIBIT C

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LAW OFFICES OF KEITH ALTMAN  
& JOSEPH LENTO**

**1. INTRODUCTION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) dated July 25, 2022, between KEITH ALTMAN and LAW OFFICE OF KEITH ALTMAN (collectively “LOKA”) and JOSEPH LENTO and LENTO LAW OFFICES (collectively “LENTO”) (and collectively “THE PARTIES”) reflects their wish to amicably dissolve their working relationship with the following terms.

**2. GOAL**

The goal of this MOU is that LOKA and LENTO amicably dissolve the working relationship between LOKA and LENTO.

**3. COMPENSATION**

In consideration for the amicable dissolution of the working relationship between LENTO and LOKA, LENTO will pay to LOKA, by wire transfer to account number to be provided no later than July 29, 2022, \$365,000 (Three Hundred Sixty-Five Thousand and 00/100 dollars); this amount does not include the \$50,000 already tendered to LOKA on July 22, 2022. The release included in this agreement does not apply to the \$50,000 tendered on July 22, 2022.

**4. CASE ASSIGNMENTS**

LOKA will work with LENTO to ensure an orderly transfer of files for each pre-litigation Student Defense client, both past and current. (See Exhibit A)

LOKA will retain all cases that are in litigation or are proceeding to litigation. LENTO will waive any referral fees for all cases that are in litigation or are proceeding to litigation. (See Exhibit B)

**5. ADMINISTRATIVE ARRANGEMENTS**

- A. LENTO will indemnify LOKA for any issues arising from all pre-litigation matters; past, present, and future, as referenced in Exhibit A.
- B. LOKA will indemnify LENTO for any issues arising from all litigation matters, as identified in Exhibit B.
- C. LOKA and LENTO will jointly draft a communication for existing pre-litigation matters explaining the transition to clients moving from LOKA to LENTO.
- D. LOKA will send revised fee agreements to all litigation clients that reflect that LENTO is no longer involved in these litigation matters.
- E. All hearings scheduled during the week of July 25, 2022, in pre-litigation matters will be administered by LOKA. Beginning July 31, 2022, LENTO will assume full responsibility for all hearings and meetings related to pre-litigation matters.

#### **6. MUTUAL NON-DISPARAGEMENT CLAUSE**

LOKA and LENTO agree that neither party will disparage the other party or their employees, contractors, or otherwise.

#### **7. MUTUAL RELEASE OF ALL CLAIMS**

LOKA and LENTO agree to a mutual release of all claims known and unknown that each party may have against the other party.

#### **8. DISPUTE RESOLUTION**

LOKA and LENTO agree that they will first attempt to resolve in good faith any dispute between them arising from or related to this MOU or the interpretation of this MOU. If the dispute cannot be resolved by such informal means, THE PARTIES agree to waive their rights to a jury trial or to pursue adjudication of any such dispute through the courts. Instead, THE PARTIES agree to binding arbitration in a mutually agreed-upon venue in the State of Michigan to be held before a mutually acceptable retired judge or another person of similar experience pursuant to JAMS rules; fees to be split equally.

## 9. ENTIRE AGREEMENT

This MOU is the entire agreement between LOKA and LENTO. It supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements, oral or written, between LENTO and LOKA regarding the subject matter of this MOU.

Date: July 25, 2022

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By \_\_\_\_\_  
Keith Altman, Esq.  
On behalf of The Law Office of Keith  
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By \_\_\_\_\_  
Joseph D. Lento